



# **Massachusetts Commission for the Deaf and Hard of Hearing**

**Department of Interpreter/CART Services**



## **FREELANCE CART PROVIDER MANUAL FY 2008 to FY 2009**

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Dear CART Providers:

Welcome to the MCDHH community! This **Freelance CART Provider Manual** is part of your contract with MCDHH to provide CART services for FY'08 and '09; that is, July 1, 2007 through June 30, 2009. Whether you are a new Provider or have been with us for many years, please review this document and refer to it often. It defines your rights and responsibilities in working with MCDHH. This Manual, a minor revision of previous Manuals, aims to address ambiguities and silent areas. It is not a major overhaul of MCDHH's policy and procedures for contracting with CART Providers. To make the Manual especially easy for you to use, we've highlighted new information or changes of contractual significance with a pointing finger symbol:

☞. Even though the changes are relatively minor, we believe that you will find we've made a major improvement over previous versions of the Manual.

This Manual applies to the contract between MCDHH and the CART Provider for assignments in which MCDHH is the paying entity. MCDHH's Interpreter/CART Referral Service also handles job requests in which MCDHH is not the paying entity. For those jobs, the CART Provider may choose to use this contract; or instead may choose to develop his/her own policies, terms and conditions for jobs booked through MCDHH's Interpreter/CART Referral Service. Either way, it is important that the CART Provider **reach specific agreement with the requester/paying entity in advance** as to the specific policies, terms and conditions applying to each assignment.

In this FY'07-FY'09 contract period, for the first time, we are welcoming providers of Communication Access Realtime Translation services who make CART Services available by means other than steno and from locations other than that of the communication event. This is an exciting opportunity for all of us – MCDHH, providers, requestors, and consumers – to experience how new technology can enhance availability of traditional communication access services while still maintaining quality of services.

My colleagues and I look forward to working with you during the FY'08-'09 contract period and learning from you. Together we can attain MCDHH's goal of providing top-quality communication access services.

Sincerely,

*Dianne Shearer*

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## INTRODUCTION

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This Manual is intended to provide Communication Access Realtime Translation (CART) Providers with an introduction to working as independent contractors with Massachusetts Commission for the Deaf and Hard of Hearing (MCDHH). It is a reference for both new and experienced CART Providers. This Manual includes explanatory materials in addition to the policies set forth in the contract for CART Providers. It explains CART referrals from MCDHH and the payment procedure for CART jobs paid by MCDHH. It includes professional and ethical standards and guidelines.


This **Freelance CART Provider Manual** is part of your MCDHH Contract for Freelance CART Providers, incorporated in the contract form by reference. The Massachusetts Commission for the Deaf and Hard of Hearing and its Department of Interpreter/CART Services may update the Manual during the term of this contract. ***Any updates, modifications, and changes contained in Manual revisions are incorporated into your contract automatically and become effective as soon as the revised Manual is issued. MCDHH will inform CART Providers when updated CART Manuals are released. It is the responsibility of each CART Provider under MCDHH Contract to make sure s/he is using the most current version of the Manual.***

The Manual, and all updates and revisions, can be found online at:

<http://www.mass.gov/MCDHH/download/downloadcenter.htm>

You can then download the most current Manual and any other forms of interest. Generally, documents are posted in both MS Word and PDF formats. Individuals with Mac computer may find the PDF version easier to use as formatting is maintained. PDF documents require the use of Adobe Acrobat Reader software, which is widely available on the internet for download at no cost.

**Definition of CART:** Through the provision of CART Translation Service, a CART Provider facilitates the reception of the oral communication of one or more speaking individuals by one or more individuals who are Deaf, Late-Deafened or Hard of Hearing. A CART Provider is a specially trained Court Reporter who provides word-for-word speech to text interpreting in its broadest sense, called CART Translation Service. The CART Provider produces this translation using a shorthand machine, a laptop or notebook computer, and realtime translation software to stenographically type and simultaneously translate spoken English into English text on the computer screen, computer monitor(s), and/or a large overhead projection screen.

 *CART Providers (the preferred term, replacing the old "CART Reporters") are now no longer "specially trained Court Reporters," as MCDHH's CART Manuals have stated for the last decade or more. The profession has benefited from multiple routes of entry, only one of which is the traditional path of Court Reporter. More significantly, a realtime verbatim speech-to-text translation of a communication event can be produced stenographically or by voice, and may be done at the same location as the communication event or remotely, with the CART Provider working from a location distant from the location of the communication event.*

Users of CART Service are Late-Deafened adults, Oral Deaf persons and Hard of Hearing persons. CART Services may be used by other persons with communication-related disabilities such as a person who is Deaf and visually impaired and, in certain settings, a person who has an attention deficit disorder (ADD)

In some situations, Deaf individuals who normally request interpreter services may choose CART Service as an alternative means of communication access when an interpreter is not available.

Similarly, some persons who are Hard of Hearing and regularly choose assistive listening systems may choose CART Service if, for example a functional assistive listening system is not available. The choice of CART Service as a means of communication access is best left to the decision of the Deaf, Late-Deafened or Hard of Hearing individual.

CART Service is used and can be used in any situation requiring communication access, for example in one-to-one meetings, in trainings of all kinds, in elementary and secondary school classes, in college classes, self-help group meetings, 12 steps group meetings, appointment with doctors, attorneys, financial advisors, therapists, counselors, priests, in churches, in town meetings, public hearings, bid conferences, workshops, conferences, jury duty, trials, employee reviews, mediation sessions, and so on.

The Manual, and future updates and revisions, can be found online at:

<http://www.mass.gov/MCDHH/download/downloadcenter.htm>

Other forms and information related to the contract will be posted as well. You may download items of interest and read them with any Microsoft Word-compatible and/or Adobe Acrobat software.

#### **Selected web resources for CART Providers**

Communication Access Information Center - <http://www.cartinfo.org>

NCRA official site for CART Providers - <http://cart.ncraonline.org/>

NCRA general site - <http://www.ncraonline.org>

CARTWheel - <http://www.cartwheel.cc>

## THE DEPARTMENT OF INTERPRETER/CART SERVICES

*Rev. June 2007*

### **What is the MCDHH Department of Interpreter/CART Services?**

The Department of Interpreter/CART Services provides numerous services within MCDHH on behalf of the Commonwealth of Massachusetts, some of which are:

- Managing the Statewide Interpreter/Transliterators & CART Referral Service
- Managing the After-hours Emergency Interpreter/Transliterators Service
- Providing Interpreter services to consumers through use of staff and contract interpreters
- Purchasing interpreter and CART services when no other entity is legally mandated to do so
- Providing Interpreter/Transliterators/Oral Transliterators/Deaf Blind Screening services to approve qualified applicants as Interpreter / Transliterators / Oral Transliterators / Deaf Blind interpreter
- Establishing the standard for fees to be charged by freelance Interpreters for state paid jobs
- Providing CART training in cooperation with the Massachusetts Court Reporters Association and approve qualified applicants as CART Providers to receive referrals from MCDHH and to be paid for MCDHH-paid assignments
- Providing advocacy to agencies, businesses and consumers regarding interpreter and CART services and related policies
- Providing consultation and training to agencies, businesses and consumers regarding interpreter and CART services and related policies via the telephone or referral to the CATTS department for 'on-site' trainings
- Providing consultation, Technical Assistance and Recommended Standards of Qualification for working Interpreters/Transliterators
- Providing consultation about educational interpreting/transliterating
- Providing consultation on interpreting or CART arrangements at conferences, hearings, and similar events
- Providing advocacy on behalf of consumers and interpreters on communication access and billing issues
- Engaging in activities to increase the available pool of qualified interpreters in-state

The Department of Interpreter/CART Services is located at the administrative office of the Commission in Boston and serves as the central point of contact for the entire Commonwealth of Massachusetts.

The Department of Interpreter/CART Services also provides communication access for MCDHH employees in accordance with the Americans with Disabilities Act (ADA).

### **What is the MCDHH Statewide Referral Service?**

One of the most important functions of the Massachusetts Commission for the Deaf and Hard of Hearing (MCDHH) is the statewide Interpreter/ Transliterators and CART Referral Services. MCDHH provides referral services to meet the diverse communication needs of Deaf, Oral Deaf, Late-deafened, Deaf-blind, and Hard of Hearing people in a variety of settings including medical, mental health, legal, education, employment, recreation and social services. Although MCDHH employs staff interpreters, the majority of requests are filled by freelance Interpreters/Transliterators on statewide contracts. All CART requests are filled by freelance CART Providers.

## **LEGISLATIVE AUTHORITY**

*Rev. June 2007*

In December 1985, the passage of Chapter 716 of the Acts of 1985, established the Commission for the Deaf and Hard of Hearing. The specific section of the Law , MGL, Chapter 6 § 196 (see appendix G for the full Law) mandating a statewide Interpreter/CART Referral Services reads as follow:

“The Commission shall maintain and coordinate a statewide Interpreter Referral Service for use by any public and private agencies and individuals for any situation including emergencies.”

MCDHH is authorized to conduct the Statewide Contract Interpreter procurement for the Operational Services Division by Code of Massachusetts Regulation pursuant to MGL 112 CMR 3.00: Commission for the Deaf and Hard of Hearing: Procedures and structures for the provision of Interpreters for the Deaf and Hard of Hearing by state agencies.

The profession of CART did not exist when Massachusetts General Laws Chapter 6, section 194 was passed establishing MCDHH and mandating that MCDHH “...shall provide services to the deaf and hard of hearing population including but not limited to interpreting services....” Over the years, both by broad interpretation and by legal opinion, the term “interpreting services” has been taken to mean any assistive communication service that enables a deaf or hard of hearing individual to participate in communication at a level comparable to that of a hearing person. Thus MCDHH is responsible to establish qualifications and standards for CART Providers who provide services to Deaf, Oral Deaf, Late-deafened, Deaf-blind, Hard of Hearing individuals in a variety of settings.

Individuals meeting the standards and qualifications of the Department of Interpreter/ CART Services are eligible to participate in the MCDHH CART Providers Contract and receive assignments from the Interpreter/CART Referral Service.



## **CERTIFICATIONS AND ELIGIBILITY FOR JOB REFERRALS**

*Rev. June 2007*

MCDHH establishes and maintains contracts for the provision of CART services. These contracts permit the Provider to obtain assignments through MCDHH's Interpreter/CART Referral Service from MCDHH, other eligible users of MCDHH's CART contracts, and entities not using MCDHH's CART contract. CART Providers may apply for a contract at any time. The contracting procedure is described in the section, "Joining MCDHH's CART Contract as a New Contractor."

To be eligible to sign a contract with MCDHH and be given job referrals, the CART Provider must hold certification as a Registered Professional Reporter from the NCRA and must hold approval status as a CART Provider from MCDHH. As part of the application process, copies of all diplomas and certifications must be provided. MCDHH will maintain these on file.

Under policies and procedures established by the Executive Office of Health and Human Services all employees and independent contractors who will or may have direct contact with clients or consumers must undergo a Criminal Offender Record Investigation, commonly known as a CORI check.

CART Providers seeking to receive referrals of jobs requiring CART Services from the Interpreter/CART Referral Service and seeking to accept and receive payment for jobs for which MCDHH is responsible for payment, must have a state vendor code and a current contract with MCDHH.

Agencies and organizations other than MCDHH may use MCDHH's CART contracts as long as both the paying entity and the CART Provider agree.

If on contract, CART Providers receive assignments through MCDHH's Interpreter/CART Referral Service. There is no charge for this service, either to the CART Provider or to the requesting entity. See the section, "How our Interpreter/CART Referral Service Works" for details.

Ongoing quality assurance in communication access service provision is an important part of MCDHH's statutory mandate. To this end MCDHH maintains standards of professional and ethical conduct. We also encourage feedback from CART Providers and consumers. Sections of this Manual contain our policies and procedures for this important aspect of CART services.



MCDHH takes pride in the performance of its communication access contractors, both professional conduct and technical skill. In keeping with our goal of transparency, we want to share our established processes for responding to feedback. If any CART Provider is the subject of consumer complaints that MCDHH is able to verify, we will assist the individual to identify skill-development activities as part of a written skill development plan. If skills are not improved to a level MCDHH considers acceptable for contract participation, various measures may be taken up to and including referral suspension and contract termination or non-renewal.



Finally, CART is an evolving profession using rapidly changing technology. We are now welcoming applications for contract participation from skilled CART Providers of on-site voice-based CART, remote steno-CART, and remote voice-based CART on an individual basis. As we develop appropriate policies and procedures we anticipate incorporating these advances in CART technology into our standard CART contract. All such expansions and elaborations of the basic contract will be addressed in updates to this Manual.

All CART Providers are strongly encouraged to pursue continuing education. NCRA provides general

guidelines for continuing education, including Certified Realtime Reporter (CRR) and Certified CART Provider (CCP) certifications. There are also a variety of internet-based courses and educational opportunities for skills upgrade. Additional educational opportunities may be available through ALDA, MCRA, and HLAA.

## DEFINITIONS

*Rev. June 2007*

### **ADD**

Attention Deficit Disorder

### **Agency Contractor/Business Contractor**

A business entity which employs one or more MCDHH-approved CART Providers who will be listed under and may be contracted under this contract. Note that the Agency Contractor may also employ CART Providers who are not MCDHH approved. This document applies only to MCDHH-approved CART Providers.

### **ALDA**

Association of Late-Deafened Adults, Inc.

### **ASL**

American Sign Language

### **Base Rate**

The basic hourly rate an individual CART Provider is eligible for, based on points for education, experience, certifications, references, and other aspects of the individual's background.

### **Billable Time**

The time block from the start time of the event indicated when the CART Providing booking is made or the actual start time, whichever is earlier, and until the actual work time of translation is finished or until the actual finish time is booked, whichever is later, including brief breaks but not including designated lunch or dinner break. For assignments of six or more hours in duration, the CART Provider must take at least one unpaid meal break of at least thirty (30) minutes. If this is not possible, then the billing should reflect the actual time worked.



### **Business Days**

Commonwealth of Massachusetts business days; generally, weekdays from 8:45 a.m. to 5:00 p.m. except for holidays as noted on the Commonwealth web page <http://www.mass.gov>. Days that are noted as "Suffolk County holidays" are *not* considered business days.

### **CART**

Communication Access Realtime Translation (CART) is a word-for-word, speech-to-text translation service for people who need communication access. Unlike computerized note-taking or abbreviation systems which summarize information for consumers, CART provides a complete translation of all spoken words and environmental sounds.



### **CART Projection Service**

The display of the CART translation or English text on an overhead projection screen, or on an additional computer monitor(s) or on television monitor screen(s). CART Projection Service also includes CART Transport and Set-Up Service.



### **CART Provider**

A CART Provider is a trained professional who uses a steno machine (or his/her voice plus a mask or an unmasked microphone), notebook computer, and realtime software to render instant, verbatim speech-to-text translation on a computer monitor or other display for the benefit of an individual consumer or larger group in a number of settings. A CART provider is sensitive to the varying needs of consumers and has had training in conveying a speaker's message, complete with environmental cues. This expertise distinguishes a CART Provider from a court reporter in a traditional litigation setting. The verbatim nature of the output distinguishes the CART Provider from an individual using software intended to facilitate note-taking.

#### **CART Provider (Screened)**

MCDHH is currently developing screening and mentoring programs with input from CART Providers and consumers. Details will be given to CART Providers and incorporated in a future version of this Manual when available.

#### **CART Providing**

The act of performing CART Translation Service and possibly other CART-related services by a CART Provider.



#### **CART Services**

Basic CART translation service, or CART translation service in combination with one or more of the following services, all covered by this contract:

- CART Projection Service, which includes Projection Transport and Set-up
- CART Raw Output Service
- CART Rough-edited Diskette Service.

#### **CCP**

Certified CART Provider, a credential awarded by NCRA following successful completion of a written knowledge test and realtime writing skill test.

#### **Certifiable Transcript**

A verbatim, certifiable, printed record of the verbal content of an event, including corrections, spelling of names, punctuations, paragraphing and so on which, for example could be used in court as a document.

#### **Consumer**

Any individual who is hearing, Deaf, Oral Deaf, Deaf-blind, Late-deafened or Hard of Hearing and who uses or may use CART Service.

#### **Contractor**

A CART Provider on contract with MCDHH

#### **CORI / CORI Check**

Criminal Offender Record Information. In accordance with Administration policy, the process of signing new contracts and exercising options to renew existing contracts includes CORI checks in which the Contractor is verified to be free of significant criminal justice history.

#### **CRR**

Certified Realtime Reporter, a credential awarded by NCRA following successful completion of a written knowledge test and realtime writing skill test.

#### **Department**

The Massachusetts Commission for the Deaf and Hard of Hearing



#### **Eligible Entity**

An organization other than the Massachusetts Commission for the Deaf and Hard of Hearing who has the option of using this Contract. All paying entities may use this contract if both the CART Provider and the paying entity agree to do so in advance. The CART Provider and the paying entity may choose to use parts of this contract and may choose to negotiate their own terms, conditions, fees and policies in lieu of using other parts of this contract. ***It is the responsibility of the CART Provider to state explicitly to the requester in advance the terms and condition under which he or she will perform the assignment, negotiating with the requester/paying entity where necessary.***

**English Text Translation**

The instantaneous translation of a verbal event into an English text by a CART Provider providing communication access for one or more consumers.

**HLAA**

Hearing Loss Association of America, the new name of the organization SHHH, Self-Help for Hard of Hearing People, Inc.

**Interpreter/CART Referral Service**

The statewide work unit of the MCDHH Department of Interpreter/CART Services, established under M.G.L., c.6 s,196, which receives requests for Interpreters / Translitterators and CART Providers, and maintains a roster of qualified individuals to whom interpreting and CART jobs can be referred.

**IRIS**

Interpreter Referral Information System

**MCDHH**

Massachusetts Commission for the Deaf and Hard of Hearing

**MCRA**

Massachusetts Court Reporters Association

**NCRA**

National Court Reporters Association

**Payer**

The individual, or individual representing the agency, which is paying for the CART Translation Service for the particular event



**Raw Output / Raw Output Service**

The CART output of an event in electronic form provided by the CART Provider at the conclusion of the event. It is not expected that the CART Provider will have reviewed the output for mistakes, untranslates, or other errors.

**Remote CART**

A method by which the CART Provider is in one location and the consumer is in another, the CART Provider is listening to a voice via a telephone line and transmitting the verbatim text to the remote location via the internet. Remote CART is useful to consumers in geographical areas in which there is a shortage of CART Providers. Remote CART may be an appropriate choice for some communication situations but not for others, depending on number of participants and availability of broadband internet connection speed among other factors.

**Requestor**

The individual or agency contacting the Interpreter/CART Referral "Service to request CART service; the requestor may or may not be the payer.

**RMR**

Registered Merit Reporter (formerly CM or Certificate of Merit) a certification of NCRA of

greatest application to Court Reporting

**Rough Edited Diskette / Rough Edited Diskette Service**

A diskette (or a CD if the CART Provider's computer is equipped with a CD burner) on which the English text translation of a verbal event is provided and which has been scan edited to achieve near verbatim accuracy through correction and elimination of any un-translates or glaring mistranslates to put the text in a completely readable form. A scan edit does not produce a verbatim certifiable transcript; details of verbatim transcription preparation are ignored, such as complete punctuation, capitalization, paragraphing, verifying spellings of proper names, checking quoted materials, and so forth. It is expected, however, that preparation of a rough edited diskette will require a certain amount of time and thus would NOT be available at the end of the event, unlike Raw Output.

**Routine Preparation Time**

The time required to set up and dismantle equipment, identify best location on-site for the CART Provider and any additional equipment, identify primary participants, and complete job-specific dictionary both on-site and prior to arrival and to be ready to begin providing CART service without causing delay.

**RPR**

Registered Professional Reporter (formerly CM or Certificate of Merit) a certification of NCRA of greatest application to Court Reporting

**SHHH**

Self Help for Hard of Hearing People, Inc. This organization is now known as HLAA, Hearing Loss Association of America.

**Special Preparation Time**

The time required in addition to the routine preparation time due to the new and complex subject matter requiring knowledge of specialized terms, jargon, acronyms, proper names, and so on and inputting of same into the contractor's job dictionary. Special preparation time can be requested and approved by the Department infrequently and in very specific circumstances. Such circumstances might arise as related to some panel discussions, hearings in a public forum, and other situations in which a considerable amount of information would need to be gleaned from speaker handouts, charts, overheads, publications, agendas, meeting minutes, and other written material and typically pre-job telephone and fax communication with one or more participants in an effort to secure needed information.

**Transcript**

A verbatim, certifiable printed record of the verbal content of an event, including corrections, correct spellings of name, punctuation, paragraphing, and so on and which, for example, could be used in court.

## **ELIGIBILITY TO JOIN MCDHH'S CART CONTRACT**

*Rev. June 2007*

Eligibility to participate in MCDHH's CART Services contract is determined by points for education, experience, testing / certification, and references. Points are awarded as follows:

### **Education – up to 20 points:**

- Stenotype school graduate – 15 points
- College degree – 20 points
- CART training program – 10 points

### **Experience – up to 25 points:**

- CART reporting – 5 points per year of full time equivalent work to a maximum of 25 points
- Court realtime reporting – 2 points per year of full time equivalent work to a maximum of 20 points
- Court reporting – 1 point per year of full time equivalent work to a maximum of 15 points
- Captioning – 2 points per year of full time equivalent work to a maximum of 20 points

### **Testing – up to 25 points:**

- CSR (attach copy of certificate or other documentation) – 10 points
- RPR (attach copy of certificate or other documentation) – 15 points
- RMR or CRR (attach copy of certificate or other documentation) – 20 points
- RDR or CCP (attach copy of certificate or other documentation) – 25 points

### **Mentor Reference – up to 10 points:**

Separate form to be completed and submitted directly to MCDHH by MCDHH-approved mentor; automatically awarded for individuals who have held MCDHH contracts for two years

### **Consumer Reference – up to 15 points:**

Separate form to be completed and submitted directly to MCDHH by at least two and maximum of four CART consumers for whom CART Provider has provided communication access; up to 5 points per reference

### **Mentorship Service – up to 10 points:**

Participation as a Mentor in MCDHH CART Mentorship Program or equivalent within previous three years

### **MCDHH Service – up to 10 points:**

Awarded by MCDHH based on length of contract participation, acceptance of assignments, and related performance factors.

A minimum score of 50 points is required for eligibility for contract participation. Points are awarded by MCDHH based on information submitted by prospective contractors and by the consumers and mentors on behalf of the prospective contractors.

## JOINING MCDHH'S CART CONTRACT AS A NEW CONTRACTOR

*Rev. June 2007*

Joining MCDHH's CART Contract as a new contractor is a three-step process. These steps are:

1. Submission of a complete contract document package
2. MCDHH review of the complete contract document package
3. Completion of an information-exchange interview with MCDHH's Interpreter/CART Referral Service

### **Contract Document Package:**

Samples of the contract documents can be downloaded from MCDHH's web site as well as from the Operational Services Division's Comm-PASS site. The components of a complete contract document package are:

- **Standard Contract Form** – and instructions with hypertext links; this form incorporates the old Northern Ireland form, Executive Order 481 form, Affirmative Action form, and several others
- **Substitute W-9 Form**
- **Standard Commonwealth Terms and Conditions**
- **Commonwealth of Massachusetts Signature Verification Form**
- **CORI Supplemental Form**
- **CART Provider Eligibility and Base Rate Computation Form** – including the required documentation and back-up such as a copy of your resume and copies of professional certifications
- **CART Provider Profile, including College and University Selection List**
- **CART Mentor Reference** – to be submitted to MCDHH directly by your CART Mentor or trainer
- **Consumer Reference Form** – to be submitted to MCDHH directly by up to four consumers for whom you have provided CART services within the past three years
- **Participation in the Commonwealth's Electronic Payment program (EFT)** – if this will impose a significant hardship, you may submit a written request for a waiver

### **MCDHH Review:**

MCDHH will inform you when all components of your contract package have been received. The Criminal History Board must confirm that prospective contractors have no significant legal convictions and pending criminal cases (the "CORI check" process). Using the documents you submitted as well as the Mentor and Consumer references we received on your behalf, MCDHH then will evaluate your eligibility using the "CART Provider Eligibility and Base Rate Computation" form..

- If you attain a score of **86 or more points**, you are eligible for contract participation at **Base Rate Level A**.
- If you attain a score of **71 to 85 points**, you are eligible for contract participation at **Base Rate Level B**.
- If you attain a score of **61 to 70 points**, you are eligible for contract participation at **Base Rate Level C**.
- If you attain a score of **50 to 60 points**, you are eligible for contract participation at **Base Rate Level D (Apprentice)**.
- If you attain a score of **fewer than 50 points**, you are **not eligible for contract participation**

### **Information-Exchange Interview:**

MCDHH will inform you of your contract eligibility and base rate, and will direct you to contact the Department for Interpreter/CART Services to schedule an interview



Member(s) of the Department for Interpreter/CART Services will conduct an information exchange interview, either in person or by telephone, to verify the information on the Profile sheet, ascertain equipment you have at your disposal, and to review how best to work with the Interpreter/CART Referral Service.

Following successful completion of this process you will receive an executed copy of your contract and will become eligible to receive job bookings through the Interpreter/CART Referral Service.

If you have any questions or concerns during this process, please contact the Director of the Department for Interpreter/CART Services.

## JOINING MCDHH'S CART CONTRACT FOR PREVIOUS CONTRACT HOLDERS

*Rev. June 2007*

If you have contracted with MCDHH in the past to provide CART services, your contract submission and review process will follow the same general pattern with a few differences.

### **Contract Document Package:**

As a previous contract holder, you will still need to submit many of the same forms as new contractors, with the following exception:

- ***CART Mentor Reference:*** *the requirement for a Mentor Reference is waived for individuals who have held MCDHH contracts for two years within the last six and have received satisfactory consumer / community feedback*

### **MCDHH Review:**

The review system for new and previous contractors is the same.

### **Information-Exchange Interview:**

There is no formal interview requirement for previous contractors. The Interpreter/CART Referral Service may contact you to verify information in your profile and/or to make sure they are aware of all equipment you have at your disposal. If you have not worked actively with the Interpreter/CART Referral Service in a while, we encourage you to take advantage of this information exchange opportunity.

Following successful completion of this process you will receive an executed copy of your contract and will become eligible to receive job bookings through the Interpreter/CART Referral Service.

If you have any questions or concerns during this process, please contact the Department for Interpreter/CART Services.

## **COURT/LEGAL REQUESTS FOR CART PROVIDERS**

*Rev. June 2007*

Massachusetts Law (MGL Chapter 221 § 92A) requires the Massachusetts Commission for the Deaf and Hard of Hearing to “coordinate all requests for qualified Interpreters.....” for court and legal related cases. At this time, the Trial Court has not established formal policies or procedures for courts to request CART Services, rates for CART Service nor forms and procedures for CART Providers to receive approval for payment and billing. Therefore the CART Provider on a case-by-case basis must negotiate rates and payment policies for provision of CART Services in courts. Currently the courts may either book a CART Provider directly, or fax in a request to MCDHH’s CART Intake Specialist. Court/legal requests received by the Interpreter/CART Referral Service will be processed and referred by the CART referral Specialist.

For each court case, at the completion of a day’s assignment the CART Provider and court personnel may arrange subsequent court dates. The CART Provider should inform the CART Referral Specialist of the subsequent court dates and of his/her availability on that date. The court must also inform the CART Referral Specialist. Courts may opt not to book directly with CART Providers, and would need to place subsequent requests with MCDHH’s CART Intake Specialist.

The CART Provider should inform the CART Referral Specialist of the:

- Name of the court;
- Case name;
- Docket number; and
- Status of the case.

The CART Provider should encourage court personnel to place the request directly with MCDHH, informing the CART Referral Specialist of the new date and the name of the CART Provider who will continue the case.

When a CART Provider accepts a court/legal CART assignment from the CART Referral Specialist, s/he will be expected to follow the assignment to completion unless extenuating circumstances make this impossible.

In the event of illness or emergency, resulting in the inability to appear for an assignment, the CART Provider must contact the court directly to notify them of the inability to appear and to request a rescheduled date. The CART Provider must then notify the CART Referral Specialist as soon as possible.

If the CART Provider is unable to continue with the remainder of an accepted court/legal assignment, s/he is responsible to notify the CART Referral Specialist and assist in seeking a replacement.

## HOW OUR INTERPRETER/CART REFERRAL SERVICE WORKS

*Rev. June 2007*

### **Who should make a request for a Interpreter/Transliterators or CART Provider?**

Deaf, Hard of Hearing, DeafBlind, Late-deafened and hearing individuals representing a group or agency such as non-profit organizations, schools, employers, and businesses are all consumers of Interpreter/Transliterators or CART Provider services. The request for this service must come from the court, private doctor, individual, or agency responsible for **paying** for the service.

### **How and where can a requester make a requests ?**

Contact: Massachusetts Commission for the Deaf and Hard of Hearing  
Department of Interpreter/CART Services  
150 Mount Vernon Street, Suite 550  
Dorchester, MA 02125  
617-740-1600 Voice  
617-740-1700 TTY  
617-740-1880 Fax  
8:45 am—5:00 pm, Mondays to Fridays  
For medical, mental health, and legal emergencies *only* 24 hours/7 days  
**800-249-9949 TTY/Voice**

The requester will be connected to an Intake Specialist who will ask for some information crucial to process the request:

1. Name, telephone number and organization (if applicable) of the requester;
2. Date and time an Interpreter/Transliterators or CART Provider is needed, and length of assignment;
3. Address of the assignment including specifics: the name of the building, court or clinic, what floor, room number, etc;
4. The nature and format of the meeting (i.e., medical appointment, platform lecture, staff meeting, civil or criminal court case, docket number, etc.);
5. Number and names of participants, Deaf, Hard of Hearing, late-deafened, and hearing;
6. Special equipment to be used (i.e., microphone, overhead projectors, video, etc.); for CART requests, specify if projection service will be required and what equipment, if any you will provide (i.e., monitor, overhead projector, LCD plate, projection screen, etc.);
7. Names of Deaf participants and their preferred mode of communication (i.e., American Sign Language, oral, Signed English, etc.), if known, and names of participants who will be using CART services;
8. Names of preferred Interpreters/Transliterators/CART Providers. Often Deaf, Hard of Hearing, and Late-deafened people have a specific Interpreter/Transliterators/ CART Provider(s) they prefer. Requested Interpreter/Transliterators/CART Providers will be contacted first in an attempt to honor these preferences. If there is an Interpreter/Transliterators/CART Provider the consumer would prefer not to work with, please inform the Intake Specialist;
9. Name and telephone numbers of the contact person at the assignment;
10. Payment information: the name, address and telephone numbers of the person who is responsible for paying for the interpreter/CART Provider. Requests cannot be processed without confirmed billing.

Requests need to be called in as early as possible, because freelance Interpreters / Transliterators / CART Providers often fill their schedule 3 weeks to 3 months in advance. Every attempt will be made to fill requests; however, all requests are subject to the availability of Interpreters / Transliterators / CART Providers. Priority will be given to those requests involving urgent mental health, medical and legal matters. Generally, MCDHH will notify the contact person as soon as interpreter has been booked. A one week notification period will be used for requests for conferences, certain meetings, and other events in which rescheduling is difficult or impossible. MCDHH will continue looking for interpreters/CART Providers until 2 business days prior to the assignment, giving the requester a 2 day notification if the job is unfilled unless otherwise stated.

**Can consumers give feedback about the Interpreters, Transliterators or CART Provider?**

Yes. Consumers, both deaf and hearing can share feedback, compliments and complaints with the Director of Department of Interpreter/CART Services at the Commission. This information will be shared internally and with the specific Interpreter / Transliterator / CART Provider. Names will not be used without the consumers' permission.

Compliment & Complaint forms can be found on:

<http://www.mass.gov/MCDHH/download/downloadcenter.htm>



This form can also be used by contractors, requesters, and other participants to provide feedback on any aspect of the communication access experience including the contribution of the Interpreter/CART Referral Service itself.

## **JOB ASSIGNMENTS BY THE INTERPRETER/CART REFERRAL SERVICE**

*Rev. June 2007*

MCDHH's Interpreter/CART Referral Service makes every attempt to assign jobs on an equitable basis among available CART Providers. Selection of a CART Provider for an assignment is based on a matching of the CART Provider's expertise to the particular communication needs of the Deaf/ Hard of Hearing, Deaf-blind, Late-deafened person(s) and to the particular nature of the job. The following factors are considered in making the assignment of CART Providers to a job assignment and in no particular order, listed below:

- Nature of the job: medical, courtroom, legal, college level, conference work, general service access, social or family events, and so on
- Expressed individual preference of the Deaf, late-deafened and hard of hearing person involved for particular CART Provider with whom they work well
- Software and directories matching the consumer's preference and the specific assignment, particular special equipment / software for Deaf-blind consumers
- Region of the state in which the work is to be done, home base of the CART Provider to be considered, and range of willingness to travel from home base
- Availability for the particular time slot requested

These parameters define the best match between CART Provider and consumer and thus set the stage for optimal communication access. Within those constraints, the Interpreter/CART Referral Service makes every effort to distribute jobs fairly in a rotation fashion across the pool of qualified CART Providers.

Although the Interpreter/CART Referral Service has as one of its goals the successful filling of all CART Service requests, there are factors that make it necessary for priority to be given in the filling of assignments. Generally, CART assignments will be filled in the following order:

- Emergency and emergency follow-up assignments;
- Problematic assignments such as assignments previously canceled due to lack of CART services;
- Assignments with high profile / high impact to consumers at large (e.g., public hearings); and
- All other requests

The number of CART Providers referred to an assignment will be agreed upon by the Interpreter/CART Referral Service and the requester in advance and based on the nature of the assignment and Providers' expressed needs:

- One CART Provider for each assignment of two hours or less in which there are natural breaks dispersed throughout the assignment, i.e., medical appointments, hands-on trainings in which the consumer works independently for a time, etc.
- Two CART Providers for each assignment of more than one hour in which there are no natural breaks and no breaks are provided by the requester
- Two CART Providers for each assignment of more than two hours regardless of the existence of natural breaks, except that *for an assignment of up to three hours with natural breaks, a single CART Provider has the option of agreeing to work alone.*

For priority and/or difficult-to-fill assignments, the CART Referral Specialist may negotiate with individual CART Providers to work longer periods alone when a team CART Provider is not available and when feasible, given sufficient breaks and alternate accommodations (e.g., “teaming” with an interpreter, working with participants who will sign or voice for themselves, etc.).

## COMMUNICATION WITH THE INTERPRETER/CART REFERRAL SERVICE

Rev. June 2007

CART Providers are encouraged to e-mail, call or fax the Referral Services with their schedule of availability for assignments and to notify the Interpreter/CART Referral Service when they are not available for extended periods of time (i.e., vacations, maternity leave, etc.). Even if they are not available for assignments specifically offered, when possible, the CART Provider should RSVP to the Interpreter/CART Referral Services.



CART Providers may also communicate with the Interpreter/CART Referral Service electronically using the Commonwealth's Virtual Gateway as a means of access to IRIS, the Interpreter Referral Information System. The first step in using the Virtual Gateway is obtaining a User ID and PIN. Contact the Administrative Assistant to the Department for Interpreter/CART Services at 617-740-1600 (voice) or 617-740-1700 (TTY) during MCDHH's standard business hours of 8:45 a.m. to 5:00 p.m. weekdays. Once you have your User ID and PIN, log onto the Virtual Gateway at:

<https://gateway.hhs.state.ma.us/portal/dt>

If you continue to experience problems using this preferred communication mode, contact the Director of the Department for Interpreter/CART Services.

When accepting assignments, the CART Provider should double check the information given by the CART Referral Specialist, i.e., time, date, location, rate and phone numbers with the CART Referral Specialist. **CART Providers are responsible to confirm with the requester all particulars of the assignment, i.e., rates, cancellation policy, etc.** CART Providers should also take this opportunity to obtain information about the communication situation such as names of participants, specialized vocabulary, and related information so that they may prepare for the assignment ahead of time.

CART Providers are responsible to report to the CART Referral Specialists any change of address, telephone numbers, e-mail address, pager numbers, certification and general availability. **For name or address change, please contact the Administrative Assistants and they will send out the proper forms to be filled out and returned to the Department for processing.**

CART Providers are asked to contact the Interpreter/CART Referral Service on the following issues:

- Regarding change in hours or time
- Regarding change in payment
- Regarding consumer "no-shows"
- Regarding CART Provider cancellation of assignment (see "If You Must Cancel an Assignment," in the section entitled, "**Protocol and Responsibilities for CART Providers**")

Questions concerning billing or payment for MCDHH-paid assignments may be directed to Interpreter/CART Billing in the Administration and Finance Department at MCDHH or to the Director of the Department for Interpreter/CART Services.

If a CART Provider has a question or a problem arises at an assignment, call the CART Referral Specialist. Consumers who have questions or concerns should be referred to the CART Referral Specialist.

If any problems arise with the referral process or Specialist, contact the Interpreter/CART Referral Supervisor.



# **MCDHH GUIDELINES FOR STANDARDS OF PROFESSIONAL & ETHICAL CONDUCT FOR CART PROVIDERS**

*Rev. June 2007*

The following are the principles of professional and ethical conduct and accompanying guidelines to protect and guide CART Providers, consumers, and the public to ensure for everyone the right to communication access under the American with Disabilities Act of 1990 (ADA) and other pertinent state and federal laws.

A Court Reporter that has received additional training and approval as a CART Provider, when functioning in the role of a CART Provider, is engaging in a type of "interpreting" using the term in its broadest meaning. Since Deaf, Late-Deafened and many Hard of Hearing people as well as the hearing people in agencies accustomed to using interpreters see CART Providers as a type of "interpreter", these individuals who use CART Services then also tend to expect from the CART Provider the same standards of professional conduct on the job and the same for the ethical behavior as they would of an interpreter for the Deaf. Therefore the MCDHH Standards of Professional & Ethical Conduct for CART Providers are related to those promulgated and in long standing use by the Registry of Interpreter for the Deaf, Inc. in conjunction with the ethical standards of the court reporting professional.

The MCDHH Standards of Professional & Ethical Conduct for CART Providers are as follows:

**A. The CART Provider will preserve the privacy of a consumer's personal information and whereabouts gained in the course of provision of CART Service.**

Guidelines: A CART Provider provides service in four general types of settings: in the courtroom or in other proceedings within the legal system; in the classroom; in an open forum or meetings in the presence of an audience; or in a private setting. Courtesy and discretion are required of the CART Provider at all times. Common sense and professional judgment must be exercised at all times, lest a casual word or action betray a consumer's confidences or violate a client's privacy. Especially where CART service is provided in a private setting, privacy of the consumer's information and privacy of the person must be maintained. CART trainees may be present at an assignment with the CART Provider to gain on-the-job experience only after securing the consent of the (payer and the Deaf or Hard of Hearing) consumer in situations that are otherwise private and/or confidential.

**B. The CART Provider will at all times render an instantaneous English text translation of the spoken English as nearly word for word as possible while striving to convey the content and spirit of the speaker's message.**

Guidelines: Since CART service is provided as an auxiliary service for communication access and a verbatim record is not mandatory, the CART Provider renders a translation as nearly word for word as possible. Substitute language, which is computer-translatable, may be employed but only to reduce the occurrence of un-translated text in the CART realtime output so long as the content and spirit of the speaker's words are conveyed.

The CART Provider strives to render as faithful and accurate a translation (word-for-word) as possible, omitting nothing and adding nothing.

The CART Provider may not counsel, advise or interject personal opinions for any reason while engaged in a paid assignment.

**C. CART Providers will accept assignments for which they are qualified, using discretion and professional judgment regarding the nature of the assignment and skill level required to render appropriate CART service.**

Guidelines: A CART Provider must accept only assignments that s/he is both qualified to perform and temperamentally suited to perform. In assessing the requirements of a prospective assignment, the CART Provider should take into consideration (1) his/her familiarity and experience with the subject matter, (2) the relative importance of complete precision in translation in terms of the nature of the event and impact on the individual, and (3) the duration in hours of the assignment in order to judge whether s/he has the requisite background and stamina to provide a consistent high quality of service to the consumer throughout the assignment's duration.

**D. The CART Provider will request compensation for services and ascertain particulars of billing/payment in a professional and judicious manner.**

Guidelines: CART Providers shall be knowledgeable about fees, which are appropriate to the realtime reporting profession in general and to the CART Providing profession in particular. When negotiating rates on assignments, an appropriate fee shall be charged consistent with the CART Provider's certification, level of skill, length of experience, and nature of the assignment.

There are circumstances where it may be acceptable for CART Providers to provide services without charge. This should be done with discretion, taking care to preserve the integrity and self-respect of the consumers. When providing pro bono services, care should be taken so that the livelihood of other CART Providers will be protected.

Details regarding CART services, including who is responsible for payment, the agreed upon rate, whether a rough edited diskette will be ordered, or specifically what additional projection related services are to be provided shall be arranged with the CART Referral Specialist and the requestor at the time the CART Provider accept the assignment. These details should not be discussed at the job site except in private with the person in charge. Questions regarding payment should only be discussed with the payer or person-in-charge on site and should never be discussed with a consumer or other participant at a job site.

According to the view of MCDHH, neither provision nor printout of a diskette or verbatim certifiable transcript is a facet of CART Services. Any request for an actual printed transcript will be treated as a request for transcript. In other words, if this is the only request, the requestor will be referred to court reporting firms in general. If it is a request in addition to a CART Service request, the additional court-reporting request will be presented to the CART Provider to be referred for separate negotiation between the requestor and the CART Provider as a court reporter function.

A CART Provider may be required to provide an ASCII diskette of his/her CART output following an assignment. Before outputting the file to diskette, the text should be scan edited to achieve a standard of nearly verbatim accuracy. "Scan edit" means inserting global defines and scanning the file in order to correct untranslated shorthand outlines and obvious errors. A scan edit does not produce a verbatim, certifiable transcript. Details of verbatim preparation are ignored such as complete punctuation, capitalization, paragraphing, verifying spellings of proper names, and checking quoted material. Since a scan edit is not a word-for-word edit, occasional mistranslation will remain undetected and uncorrected. (NOTE: When a rough-edited diskette is requested, an output of scan edit quality is assumed unless the ordering party specifies an unedited output, i.e., the CART output exactly as displayed on the realtime screen.)

Where payment for CART service is the responsibility of a party other than the consumer, the CART Provider must determine (1) who, if anyone may receive an ASCII diskette of the CART output and (2) who is responsible for payment. (See the contract for additional terms.)

**E. The CART Provider will at all times maintain his/her professional role and perform in a manner appropriate to the situation.**

Guidelines: For the consumer, the best CART service is rendered with high competence and as unobtrusively as possible. The CART Provider must exercise discretion in situations, which may warrant interrupting the proceedings in order to insure the integrity of the CART translation. Interruptions for any reason should be minimized, if the situation permits them at all. Care should be taken not to call undue attention either to the consumer or to oneself.

A CART Provider's role is to facilitate communication. That function should be accomplished as quietly and unobtrusively as possible. It is rarely appropriate for a CART Provider to step outside that role, even if invited to do so. A CART Provider should decline any invitation or suggestion to comment, interject, advise, respond to inquires, or in any way become involved in the proceeding outside the role of CART Provider. In special circumstances, a CART Provider may be asked to step out of role to answer questions about the service, to demonstrate equipment during a break, or to schedule future dates. These requests to step out of role may be granted with the approval of the consumer of CART service. Deviation from role should be the exception and should be discouraged. If necessary, the CART Provider should politely explain the necessity to stay "in role".

In the event that CART Providers and Interpreters for the Deaf are providing services simultaneously at an assignment for the same or different consumers, the CART Provider will strive to work in concert with the interpreters in order to provide for the needs of all consumers using interpreter and CART services, including lighting requirements and positioning of equipment and personnel.

**F. The CART Provider strives to maintain high professional standards through acquisition of appropriate certifications and the maintenance of current knowledge in the field.**

Guidelines: CART Providers should further their knowledge and skills through participation in workshops, professional meetings, interaction with professional colleagues who are doing CART Providing and reading of current literature in the areas of realtime writing, CART Providing, and aspects of providing communication access for people who are Deaf and Hard of Hearing.

**G. The CART Provider will be fair and impartial toward each participant in all aspects of CART service and will be alerted to situations that are a conflict of interest.**

Guidelines: Situations that may result in the CART Provider's inability to be impartial or that may give the appearance of a conflict of interest require disclosure to determine if the CART Provider cannot function effectively as a facilitator of communication. Therefore, the CART Provider is required to disclose any potential conflict of interest or inability to be impartial.

A CART Provider should provide service in a setting where s/he and the consumer are both comfortable. A difference in personal beliefs regarding race, gender, religion, politics or sexual orientation for example may adversely affect the task of communication facilitation. A CART Provider should not provide service for an assignment where s/he is unable to maintain impartiality.

The duty of impartiality requires that a CART Provider withdraw from an assignment as soon as it appears that a conflict of interest exists or his/her impartiality may be compromised. Such circumstances may include, for example, an assignment involving a participant who is a close friend, family member, or business associate, or an assignment wherein the subject matter under discussion involves a close friend, family member or business associate.

CART Providers shall generally refrain from providing services in situations where family members or close personal or professional relationships may affect impartiality. If services are provided in such situations, especially in legal settings, it is difficult to prove oneself unbiased when challenged. In some situations, including emergencies, the requirements of this guideline may be waived. However, all parties must be informed that the CART providers shall not become personally involved and must stay in role at all times during the proceedings.

## PROTOCOL AND RESPONSIBILITIES FOR CART PROVIDERS

Rev. June 2007

CART Providers are expected to dress appropriate to the situation and behave in a manner that properly reflects the profession.

CART Providers should plan to arrive early for most assignments to allow sufficient time to prepare to begin working. If a CART Provider anticipates that s/he will be late (more than 10 minutes later than the actual starting time of the assignment) s/he should call MCDHH or the on-site contact person.

### If you must cancel an assignment

- If the CART Provider must cancel acceptance of an assignment, s/he is responsible for finding a replacement. Since consumers often have a preference for certain CART Providers, the CART Provider must call the CART Referral Specialist to get names and phone numbers of appropriate replacements. The CART Provider must notify the CART Referral Specialist of the final arrangement. If the MCDHH is purchasing the CART Provider service, MCDHH will not pay a replacement CART Provider unless notification of the name of the replacement CART Provider has been made known to the CART Referral Specialist prior to the assignment and the replacement CART Provider has a valid Contract with MCDHH.
- In the event of an emergency resulting in an inability to appear for an assignment, the CART Provider must contact the Interpreter/CART Referral Services. The CART Referral Specialist will attempt to find a replacement. If unable to find a replacement, MCDHH will notify the requester. The CART Provider is responsible for contacting the requester directly when MCDHH is closed (e.g., for a weekend assignment, bad weather delayed opening or closure, Suffolk County holiday). ***CART Providers negotiating agreements with paying entities should be sure to address in advance payment responsibility for an emergency resulting in the CART Provider's inability to appear for an assignment.***
- In the event of inclement weather, "Act of God," or other situation beyond the CART Provider's control, the CART Provider is responsible for contacting the requester directly to negotiate safety issues, postponements, etc as well as their team when applicable. The CART Provider must notify the Interpreter/CART Referral Services of the final arrangement. ***CART Providers negotiating agreements with paying entities should be sure to address in advance communication procedures and payment responsibility in the event of inclement weather.***

Reports of noncompliance with the Standards of Professional & Ethical Conduct or with MCDHH policies and procedures may be discussed with the CART Provider by the Director of the Department of Interpreter/CART Services and appropriate action taken (e.g., suspension of referrals).

### Liability Coverage

All CART Providers are encouraged to secure their own liability/malpractice insurance coverage.

## FEEDBACK, COMPLIMENTS & COMPLAINTS

*Rev. June 2007*

In order to maintain the highest quality of service and responsiveness, the Interpreter/CART Referral Service encourages agencies, requesters, consumers, and all other individuals and entities associated with service delivery by CART Providers to share feedback, compliments, and complaints.

- Documentation of complaints: In order to protect the quality of CART services in Massachusetts for the consumer and for the profession of CART Providers, consumers and requesters are strongly encouraged to contact the Director of Interpreter/CART Services if s/he has a complaint about a CART Provider. The consumer/requester will be asked to give a detailed description of the complaint. A written complaint is preferred. If requested, the consumer/requester's name will be kept confidential. Complaints will be shared with the CART Provider and the CART Provider will have an opportunity to respond to the issues raised.
- Breaches of MCDHH policies: If the complaint is one of lateness, inappropriate dress, distracting behavior, or failure to notify MCDHH of the need to cancel an assignment, the complaint will be documented in writing. If two more complaints of a similar nature are received within a six month period, the CART Provider will be asked to meet with the Director of Interpreter/CART Services. A follow-up letter documenting the meeting will be sent to the CART Provider and placed in the CART Provider's file at MCDHH. If a complaint is again received, a specific agreement for remediation of the situation will be negotiated by the CART Provider and the Director.
- Breaches of the MCDHH Standards of Professional & Ethical Conduct: If the complaint is a violation of the Standards of Professional and Ethical Conduct, the complaint will be documented and placed in the CART Provider's file.
- Termination of the MCDHH Contract with a CART Provider with or without cause: Details regarding circumstances under which the MCDHH contract of a CART Provider under MCDHH Contract may be terminated are detailed in the Agreement itself. CART Providers should review this document. Serious breaches of MCDHH Standards of Professional & Ethical Conducts and policies may result in suspension or termination of the contract.
- Appeal process: The CART Provider may appeal the decision of suspension/termination by requesting a review of the complaint(s) and reconsideration of the decision in an appeal meeting with the Director of Interpreter/CART Services and Deputy Commissioner for Policy and Programs. A comprehensive review of the case will be performed at this time. If the CART Provider is still in disagreement with the decision, a meeting with the Commissioner of MCDHH may be requested.

**Compliments & Complaints can be directed to the Director of Interpreter/CART Services:**

**MASSACHUSETTS COMMISSION FOR THE DEAF AND HARD OF HEARING**

ATTN: Director, Department for Interpreter/CART Services

150 Mount Vernon Street, Suite 550

Boston, MA 02125-3115

617-740-1600 Voice/617-740-1700 TTY/617-740-1880 Fax

## BILLING INFORMATION FOR MCDHH-PAID ASSIGNMENTS

*Rev. June 2007*

All CART Providers on contract to MCDHH must submit bills to MCDHH using the Payment Request Form (PRC form, the successor to the old Payment Voucher or PV form), which can be downloaded from the MCDHH web site at [www.mass.gov/MCDHH](http://www.mass.gov/MCDHH). From the Commission's home page follow the link for Interpreter/CART Services on the left side of the screen. From the next page select Information for Interpreters and CART Providers, then Billing and Payment Forms. MCDHH only needs one copy of each bill and if you wish, you may make a copy for your records. Each billing form should be submitted to MCDHH on a monthly basis. The Payment Request (PRC) Form, or detail sheet attached to the PRC form if that is what the CART Provider prefers, should provide the details of each assignment being invoiced. Details include, but are not limited to:

- Assignment start and end times
- Provider's base rate
- Any additional services requested in advance, and charges for those services
- Charges for travel time
- Charges for mileage reimbursement – note that this mileage reimbursement includes an allowance for tolls; therefore, tolls should NOT be billed separately
- Parking

**All billing forms are due on the 10<sup>th</sup> of the following month. Any bills received after the 10<sup>th</sup> will be held for processing the following month. If billing forms is not submitted within 30 days, payment will be delayed. Bills for services rendered prior to June 30<sup>th</sup>, fiscal year end must be received within thirty days following June 30<sup>th</sup> or it may not be paid.**

**Times and dates on the PRC forms must match those documented on the CART Request from generated by the Interpreter/CART Referral Service.** As noted elsewhere in this Manual, if an assignment runs longer than expected, the CART Provider must contact the Interpreter/CART Referral Service as soon as possible – during a break in the assignment, or promptly after conclusion of the assignment.

To comply with auditors' requirements, CART Providers must deduct a minimum of one-half hour unpaid lunch for all MCDHH-paid assignments of 6 hours or more as per state regulations. If a CART Provider is required to work through lunch, s/he should discuss with the MCDHH Business Manager how to bill for that time.

Bill to the next half-hour for CART services, e.g., 1:00 PM to 3:15 PM, bill for 2 ½ hours.

**The Commonwealth website, VendorWeb may be used to check on the status of any bills submitted to MCDHH or any other state agencies. VendorWeb is found at:**

<https://massfinance.state.ma.us/VendorWeb/vendor.asp>

**Questions concerning MCDHH paid assignments may also be directed to the Administrative Assistant to the Department of Interpreter/CART Services.**



## FEE SCHEDULE AND FEE POLICIES

Rev. June 2007

### Fee Schedule

CART Providers who receive job assignments from the MCDHH Interpreter/CART Referral Service may be paid by individuals, business, private agencies, municipal government, the courts, MCDHH or other entities, depending on the nature of the assignment. The contract a CART Provider signs with MCDHH may, but does not have to, be used by entities other than MCDHH; mutual agreement by the CART Provider and the paying entity is required for the contract to be used. Should the CART Provider not wish to use MCDHH's contract with other paying entities, the Provider is free to set his/her individual rates for CART Service components as well as applicable policies, procedures and responsibilities of each party.

The array of CART Services and fees for such jobs could include rates set by the individual CART Provider for:

- CART Translation Service
- CART Translation Service plus:
  - Raw Output Service
  - Rough-edited Diskette Service
  - CART Projection Service
  - CART Projection Service with multiple monitors or screens
- Travel, travel time, parking and other necessary costs

CART Providers paid directly by MCDHH will be paid according to the fee schedule in the current contract. The current contract also contains policies and rates for mileage, travel time and parking for MCDHH-paid assignments.

### Fee Related Policies for Assignment Paid by Entities Other than MCDHH

When asked, MCDHH will inform a private entity or consumer of typical CART Provider fees for private sector jobs, estimated rates, as well as usual travel, parking reimbursement and cancellation procedures followed by MCDHH. ***CART Providers are responsible for contacting the paying consumer prior to the assignment to state their actual rate for the particular job, including travel and parking reimbursement, and cancellation/no-show policy.***

If a consumer fails to pay a CART Provider for an assignment referred by MCDHH and the CART Provider has made reasonable efforts to resolve the matter, the Interpreter/CART Referral Service will advocate for the CART Provider to assist in the payment for services providing the assignment was processed through MCDHH. MCDHH has the authority to involve the Attorney General of Massachusetts in such disputes if unable to resolve in any other manner. MCDHH cannot intervene in disputes stemming from privately, directly-booked assignments.

## SPECIAL CIRCUMSTANCES

Rev. June 2007



### Job Cancellations:

- **By requester/payer:** Entities purchasing CART services are informed by Interpreter/ CART Referral Services of the following guidelines: If cancellation occurs **with less than three business days' notice**, a fee will be charged for the entire time booked (including the one hour of routine prep time), as it is generally too late for CART Providers to replace the work. When a requester/payer cancels a job, the CART Referral Specialist will call the CART Provider to notify her/him immediately. To assist us in the process, all CART Providers are encouraged to have an answering machine, message service of some kind, cell phone or pager.
- **By MCDHH:** When a requester/payer cancels a job and it is paid by MCDHH, the same policy applies as when the assignment is paid by the requester/payer.
- **By CART Provider:** Please refer to "If You Must Cancel an Assignment," in the section entitled, "**Protocol and Responsibilities for CART Providers**"
- **Due to unforeseen events, inclement weather, and "Acts of God":** From time to time events occur outside the control of the CART Provider that prevent him/her from performing a previously-accepted assignment. Some examples include snowstorms; a major traffic accident causing multiple highway closures; and personal medical emergencies. It is essential that the CART Provider inform the requester and/or payer as well as MCDHH's Interpreter/CART Referral Service as soon as the emergency/event is known, so that alternate provisions may be made if at all possible. In terms of responsibility for lost income, it is important to bear in mind that the CART Provider is a freelance independent contractor. If he or she does not provide services, then no compensation is due. ***The paying entity bears no fiscal responsibility for assignment cancellation or non-performance due to unforeseen events, inclement weather, or "Acts of God."***
- **Short-term jobs:** If the Interpreter/CART Referral Service books an assignment with a CART Provider less than two business days prior to the assignment time and subsequently cancels the assignment, the CART Provider shall not bill for the cancelled job. The Interpreter/CART Referral Service considers a request "unfilled" if a communication access provider cannot be identified two business days prior to the assignment and under most circumstances ceases efforts to fill the assignment. CART Providers therefore would not expect additional jobs and consequently would not expect to earn additional income in the two-business-day period. If a booking is made and then cancelled, there is no income loss to the Provider because no income could reasonably be expected based on standard Interpreter/CART Referral Service policies and procedures. This policy applies in all circumstances, regardless of how far in advance the request itself was made.

### Problems arising on the job:

In all situations as listed below, the CART Provider should contact MCDHH and reach an agreement about the time they will leave. This will then be discussed and agreed upon with the on-site contact person.

If a consumer fails to appear, the following waiting guidelines are suggested:



- ALL DAY JOBS—Wait one hour, then call the MCDHH to inform the CART Referral Specialist to see if they can reach the consumer. Evaluate situation; possibly wait another hour (if waiting for specific consumer)
- HALF-DAY JOBS—Wait one hour, call MCDHH to inform the CART Referral Specialist you will be leaving site.
- 2-3 HOUR MEETINGS, APPOINTMENTS—Wait 45 minutes, call MCDHH to inform the CART Referral Specialist you will be leaving site.
- 1 HOUR MEETING, APPOINTMENT—Wait 30 minutes and call the Interpreter/CART Referral Service.

Some all day and half day jobs are for general audience accessibility; waiting period guidelines may not apply to these situations. There are times when the CART Provider should continue to provide services when no consumer has been identified.

If the CART Provider shows up a half-hour late or more, then s/he can not bill for the two hour minimum.

If a CART Provider or consumer has a question or a problem arises at a CART assignment, call the CART Referral Specialist.

### **Referral Errors**

Occasionally, errors happen. When they do, occurrences of “Referral Error” will be paid at the MCDHH rate by MCDHH, (i.e., referral double booking CART Providers, failure to notify a CART Provider of a job cancellation, etc). The CART Provider should use the standard PRC form when billing for Referral Errors and make a note of the error on the PRC documentation.

## **CART SERVICES RATES RELATED DEFINITIONS**

*Rev. June 2007*

The Contractor, referred to as a CART Provider, will provide CART Translation Service and other CART Services, as described herein.

- The Contractor will accept referrals to jobs requiring CART Services from the Department to enable communication access to meetings, workshops, appointments, conferences, court and legal events, and other events for people who are late-deafened, deaf or hard of hearing.
- The Contractor will provide the following CART Services for jobs paid by the Department:
  - CART Translation Service
  - CART Translation Service plus:
    - Raw Output Service
    - Rough-Edited Diskette Service
    - CART Projection Service
    - CART Projection Service: Projection Transport and Set-Up
    - Additional Monitor Service
- For jobs paid by entities other than MCDHH, the Contractor may provide some or all of the services listed above, and may provide additional services not included in the above list as long as both parties specifically agree in advance

### **CART Translation Service:**

(A) Service Description: Using a Court Reporter's stenotype machine which has been connected to a computer-aided transcription system (CAT), the Contractor, functioning as a CART Provider, will produce an instantaneous translation of the spoken proceedings of an event into an English text able to be read by a Deaf, late-deafened, or hard of hearing individual on the computer screen of the laptop or notebook computer, will provide equipment (a splitter) to enable additional external monitors to be accessed thereby providing the possibility for up to four points of monitor access by consumers, and will connect the CART Translation equipment to screen projection equipment provided onsite by the Contractor, consumer, or payer.

(B) Equipment to be provided by the Contractor as part of the CART Translation Service:

- The CART Provider will provide, at no additional charge, a stenotype machine, CAT software, text enlarging software, a laptop or notebook computer able to be used as a monitor for viewing by the consumer, a power strip, an extension cord, a splitter box for connecting at least four (4) external monitors, and connecting cables.
- If the Contractor's notebook or laptop computer is not clearly readable for the consumer with "normal" corrected vision due to poor screen resolution and is therefore unable to be used by the consumer due to poor clarity and size, the Contractor will provide an external monitor at no additional charge. If, however, the consumer has a visual impairment and is not able to read or clearly read the Contractor's notebook or laptop computer screen due to the visual impairment, the payer and not the Contractor will be responsible to assume the expenses, if any, related to providing reasonable accommodation.

(C) The CART Provider will provide transport of the required CART Translation Service equipment to and from the site for which CART Service is to be provided, with reimbursement for mileage and parking as described below.

**CART Raw Output and Rough-Edited Diskette Services:**

(A) Service description: The Contractor, on request, will provide raw output or rough-edited diskette service (refer to "Definitions" for the distinction between the two services) of the event for which CART Service has been provided and which the Deaf, late-deafened or hard of hearing consumer under certain conditions described in (B) below may use to obtain notes of the proceedings of the meeting to review at a later date.

(B) For jobs paid by the Department, CART Raw Output and CART Rough-Edited Diskette Service may be authorized only by the Department and only when requested for use by a Deaf, late-deafened, or hard of hearing consumer who is chairing the meeting and wishes to use the diskette on his/her computer for purposes of reviewing the meeting proceedings at a later date or for similar use by Deaf, late-deafened or hard of hearing participants who seek to use the diskette for purposes of receiving notes of the proceedings due to unavailability of any other note-taking service for the event.

(C) Transcript: It is understood that, should the Department or another requester ask for a transcript at the time of booking of the job in addition to or in lieu of a rough-edited diskette, the Contractor will only provide the transcript according to the terms of his or her rates as a Court Reporter providing a transcript.

**CART Projection Service:**

(A) Service Description:

- CART Projection Service enables viewing of the CART Translation by more than two consumers at the event or by a single consumer who may be unable to see the display on the laptop or notebook computer screen. CART Projection Service means that the CART Translation is displayed on a large projection screen via a multimedia projector or other display devices and/or formats according to which is/are most appropriate for the particular setting and/or size of the consumer audience.
- CART Projection Service includes **Transport and Set-Up Service**, that is, provision of CART projection equipment for the particular type of CART Projection Service offered by the Contractor, transport of the equipment to and from the site of the CART service, and set-up and dismantling of the CART projection equipment onsite.
- In recognition of the ready availability and decreasing cost of good-quality projection equipment, MCDHH expects CART Providers to acquire and use their own projection equipment within a reasonable time after signing their initial contract with MCDHH and in any event within the first year of contract participation.
- MCDHH will make available projection equipment to CART Providers only under extreme and unusual circumstances and only with the prior written approval of the Director of the Department for Interpreter/CART Services. MCDHH will not compensate the CART Provider for any costs (time, mileage, or parking) incurred during the pick-up or drop-off of borrowed MCDHH projection equipment before and after an assignment.

**Rates and Non-MCDHH-Paid Requests:**

Ranges of services and fees are provided to requesters upon intake. Individual CART Providers must confirm their own services being provided (i.e., projection, diskette, etc.), rates, travel and mileage reimbursement requirements and policies.

## **CART PROVIDER BASE RATE AND BASIC CART TRANSLATION SERVICE FEE**

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The Base Rate is the result of points awarded according to a prospective CART Provider's education, experience, testing/certification, references, and service. The points available in each section are detailed in the "Eligibility to Join MCDHH's CART Contract" section of this Manual.

### **Awarding Points Within Each Category:**

- Education: Self-explanatory; submit photocopy of diploma, certificate of completion, or other documentation once and MCDHH will maintain this on file
- Experience: Base all calculations on the estimate of "full time" as 20 hours per week or 1,000 hours per year spent writing. *Example: Three years of CART Reporting at 20 hrs/week or writing would earn 15 points (3 years x 5 points/year). One year of Captioning at 20 hours/week of writing plus four years of Captioning at ten hours/week of writing would earn 6 points (one year x 2 points/year plus 4 years x half-time x 2 points per year = 2 points plus 4 points = 6 points)*
- Testing/Certification: Self-explanatory; submit photocopy of certificate(s) once and MCDHH will maintain material on file
- Mentor and Consumer References: Self-explanatory; do not need renewal or update on successive contract cycles
- Service: Self-explanatory; MCDHH also considers prior satisfactory contract performance as indicated by length of contract participation, willingness to accept assignments, consumer-initiated feedback, and random polling of consumers and other users of the CART Provider's services.



### **Base Rate in FY'08 and FY'09:**

- Rate A shall be \$80/hour
- Rate B shall be \$75/hour
- Rate C shall be \$70/hour
- Rate D (Apprentice) shall be \$40/hour



### **Rate Tier Adjustments:**

Mid-contract rate tier adjustments will be made only for increased qualification levels in education and testing. The CART Provider must submit a written request to MCDHH for additional points, and must include documentation of his/her additional qualifications. A CART Provider may file a written request for review of his/her rate tier at the time of contract renewal if he/she believes that his/her credentials have improved significantly. A written request, including reason for believing a higher rate tier is appropriate, must be sent to the Director of the Department for Interpreter/CART Services no later than March 15 prior to a contract's expiration on June 30.

### **Basic Fee for CART Translation Service:**

- There is a two-hour service minimum. There is also a set-up fee, "Job Preparation Service," which is charged at one hour of the CART Provider's Base Rate, to include routine preparation time both off-site and on-site. This set-up fee is to be entered on a separate line from the "CART Writing Service" line on invoices.

- Each additional hour is billed at the Base Rate.
- Billing shall be in half hour increments. Service for less than half an hour shall be billed to the next half hour.

## FEES FOR ADDITIONAL CART TRANSLATION SERVICES

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### **CART Raw Output Service**

- \$25 per assignment

### **CART Rough-Edited Diskette Service**

- \$50 for a rough-edited diskette for an event involving up to two hours of billable time or for an event involving a two-hour minimum billing;
- \$25 per additional hour of billable time calculated to the next half hour;
- Service fee includes cost of the actual diskette or other storage medium

### **CART Projection Service**

- Additional \$7.50 per hour for a CART Provider working in tandem with one or more additional CART Providers
- Additional \$10.00 per hour for a CART Provider working by him/herself
- This Projection Service surcharge does NOT apply to the hour of Job Prep / Set-up Time



### **CART Projection Service, Including Transport and Set-Up Service**

- \$35 per day for use of projection equipment that is the property of the CART Provider
- If the CART Provider uses MCDHH-owned projection equipment, the projection use fee does NOT apply



### **CART Additional Monitor Service**

- \$15 per additional monitor per assignment; this fee includes transport and set-up

### **Special Prep Time**

- \$50 per job for very special circumstances, approved in advance by the Director of the Department for Interpreter/CART Services

### **Transcript Preparation**

- \$3.00 per page

### **Travel Reimbursement:**

#### **A. Mileage**

- CART Providers shall be paid a vehicle use allowance at the same rate paid to employees of the Commonwealth. The rate is currently \$0.40 per mile. Trips of 20 miles or greater one way will be reimbursed for all the miles traveled. Trips of less than 20 miles one way are not eligible for the vehicle use allowance. This allowance covers gasoline, tolls, vehicular wear and tear, and related automobile expenses. Mileage to an assignment shall be calculated from the CART Provider's principal residence or from the site of an assignment occurring immediately before the assigned job. Mileage from an assignment shall be calculated from

the assignment's location to the CART Provider's principal residence or to the site of another assignment immediately after the contracted assignment.

- The Contractor may base mileage upon actual odometer readings or upon point-to-point distances as stated in the Commonwealth's Milo Mileage Guide. Established internet-based services such as Mapquest may also be used as an alternative to odometer readings. Mileage reimbursement requests must be submitted with the invoice.

#### B. Time Spent Traveling

- CART Providers shall also be compensated for time spent traveling to and from an assignment, providing that assignment is located 20 or more miles from the CART Provider's principal residence (or the location of an assignment immediately preceding the contracted assignment, if applicable). Compensation for travel time is based on the CART Provider's hourly rate and is calculated by mathematic formula: total miles traveled divided by 50, multiplied by half the CART Provider's hourly rate
- The mathematical formula is:  $[(\text{total miles}) / 50] \times [(\text{hourly rate}/2)]$
- *Example: The CART Provider has an hourly rate of \$60.00. She traveled 42.5 miles each way to an assignment, for a total round trip of 85 miles. Compensation for her time is calculated as [85 miles] divided by 50 times \$30.00. Compensation for travel time therefore is \$51.00.*

#### C. Parking

- The Contractor may bill the Department for cost of parking for an event associated with provision of CART Services. There is no maximum parking reimbursement. However, parking will not be reimbursed unless an original receipt is submitted with the CART Provider's invoice.

## **APPENDIX: MGL CHAPTER 6 § 192**

### **GENERAL LAWS OF MASSACHUSETTS PART I.**

#### **ADMINISTRATION OF THE GOVERNMENT.**

#### **TITLE II.**

#### **EXECUTIVE AND ADMINISTRATIVE OFFICERS OF THE COMMONWEALTH.**

**CHAPTER 6.** THE GOVERNER, LIEUTENANT GOVERNER AND COUNCIL, CERTAIN OFFICERS UNDER THE GOVERNER AND COUNCIL, AND STATE LIBRARY.

**Chapter 6: Section 192. Commission for the Deaf and Hard of Hearing; creation; financing; agreements; regulations.**

Section 192. There shall be a commission for the deaf and hard of hearing to be known as the Massachusetts Commission for the Deaf and Hard of Hearing consisting of a commissioner and a advisory board in this section and sections one hundred and ninety-three to one hundred and ninety-nine, inclusive.

The commission may apply for and accept on behalf of the Commonwealth any federal or local grants to aid in financing of any programs or policies of the commission. Such funds shall be received by the state treasurer on behalf of the Commonwealth and deposited in a special account and may be expended, subject to appropriation. The commission may also apply for and accept on behalf of the Commonwealth any private grants, bequests, gifts or contributions to further aid in the financing of programs or policies of the commission. Such funds shall be received by the state treasurer on behalf of the Commonwealth and deposited in a special trust account for the commission and may be expended, without further appropriation, under the direction of the commissioner. Such special trust account shall be subject to annual audit by the state auditor.

The commission may make agreements with other departments and agencies of the Commonwealth and may contract with other individuals, organizations, corporations, associations or other legal entities including private agencies, or any other departments or agencies of the federal government, the Commonwealth or any political subdivisions thereof, to carry out any of its functions and procedures.

The commissioner, pursuant to the provision of Chapter thirty A shall make, and from time to time revise, such regulations as may be necessary to carry out the functions of said commission including, but not limited to, eligibility requirements for receipt of various services.



## **APPENDIX: MGL CHAPTER 6 § 194**

### **GENERAL LAWS OF MASSACHUSETTS**

#### **PART I.**

#### **ADMINISTRATION OF THE GOVERNMENT.**

#### **TITLE II.**

#### **EXECUTIVE AND ADMINISTRATIVE OFFICERS OF THE COMMONWEALTH**

**CHAPTER 6.** THE GOVERNOR, LIEUTENANT GOVERNOR AND COUNCIL, CERTAIN OFFICERS UNDER THE GOVERNOR AND COUNCIL, AND STATE LIBRARY.

**Chapter 6: Section 194. Functions of commission.**

Section 194: The commission shall serve as the principal agency of the Commonwealth, on behalf of deaf and hard of hearing persons, shall advocate, provide and coordinate promulgation of public policies, regulations and programs, shall improve accessibility and quality of existing services and shall promote development of new services when necessary. In the performance of this function, the commission shall increase public awareness of deaf and hard of hearing individuals and shall provide services to the deaf and hard of hearing population including but not limited to interpreting services, telecommunication liaison services, information and referral, case management and social services, independent living services and access to telecommunication and assistive listening devices. The commission shall determine the extent and availability of services to the deaf and hard of hearing individuals within the Commonwealth, determine the need for further services, make recommendations to the governor and shall file a copy thereof with the state secretary.

## **APPENDIX: MGL CHAPTER 6 § 196**

### **GENERAL LAWS OF MASSACHUSETTS**

#### **PART I.**

#### **ADMINISTRATION OF THE GOVERNMENT.**

#### **TITLE II.**

#### **EXECUTIVE AND ADMINISTRATIVE OFFICERS OF THE COMMONWEALTH.**

### **CHAPTER 6: Section 196. Interpreter Referral Service.**

Section 196. The commission shall maintain and coordinate a statewide interpreter referral service for use by any public and private agencies and individuals for any situations including emergencies.

Departments and agencies of the Commonwealth and other public and private agencies and individuals shall reimburse the commission where so required by the commission's regulations for the compensation and travel expenses of any interpreter appointed by the commission pursuant to this section, but said departments, agencies and individuals shall not reimburse the commission for indirect costs or fringe benefits paid to such interpreter. The commission is authorized to treat reimbursements of prior year expenditures for the services of interpreters as reimbursements of current year expenditures for such services. Monies collected under the provisions of this section shall be retained by the commission in a revolving fund or funds, and shall be expended subject to the approval of the secretary of the executive office of human services and the state comptroller to purchase interpreter services; provided, however, that the commission shall provide quarterly reports to the house and senate committees on ways and means detailing the amounts of revenues received or expended under this section. Said fund or funds shall be subject to biennial audit by the state auditor.

The commission is authorized to work with the board of regents, the department of education and private institutions to insure ongoing interpreter educational programs designed to increase the number of competent interpreters.

Notwithstanding the provision of section 7 or chapter 268A, a state employee who is approved by the commission for the deaf and hard of hearing as an interpreter may be employed by the commission or by other state agencies as long as the interpreter services will be provided outside of the normal working hours of the employee, the services are not required as part of the regular duties of the employee, the employee does not participate in or have official responsibility for the financial management of the contracting agency, the employee is compensated for no more than four hours in any day in which the employee is otherwise compensated by the commonwealth, and the head of the contracting agency files with the state ethics commission a written certification that there is a critical need for the services of the employee.

## **APPENDIX: MGL CHAPTER 221 § 92A**

### **GENERAL LAWS OF MASSACHUSETTS**

#### **PART III.**

#### **COURTS, JUDICIAL OFFICERS AND PROCEEDINGS IN CIVIL CASES.**

##### **TITLE I.**

##### **COURTS AND JUDICIAL OFFICERS.**

#### **CHAPTER 221. CLERKS, ATTORNEYS AND OTHER OFFICERS OF JUDICIAL COURTS.**

Chapter 221: Section 92A. Interpreters for the deaf or hearing-impaired; court proceedings; arrests; admissibility of evidence; fees and expenses; privileged communications.

Section 92A. In any proceeding in any court in which a deaf or hearing-impaired person is a party or a witness, or proceeding involves a juvenile whose parent, or parents is deaf or hearing-impaired, or in any proceeding before an executive or legislative board, commission, agency, bureau committee or other body of the state or political subdivisions involving a hearing-impaired person, such court or body shall appoint a qualified interpreter to interpret the proceedings, unless such deaf or hearing-impaired person knowingly, voluntarily, and intelligently waives, in writing, the appointment of such interpreter. Such waiver is subject to the written approval of counsel where counsel is representing such deaf or hearing-impaired. In no event shall the failure of the deaf or hearing-impaired person to request an interpreter be deemed a waiver of such appointment.

Whenever a deaf or hearing-impaired person is arrested for an alleged violation of a criminal law, including a local ordinance, the arresting officer shall procure and arrange payment for a qualified interpreter to assist such person regarding any interrogation, warning, notification of rights, or taking of a statement. No answer, statement, or admission, written or oral, made by a deaf or hearing-impaired person unless such statement was made or elicited through a qualified interpreter and was made knowingly, voluntarily and intelligently or, in the case of waiver of interpreter, unless the court makes a special finding that any statement made by such deaf or hearing-impaired person was made knowingly, voluntarily and intelligently. In any criminal proceeding wherein counsel has been appointed to represent an indigent defendant is deaf or hearing-impaired to assist in communication with counsel in all phases of the preparation and presentation of the case.

In all proceedings involving an interpreter under this section, no testimony shall be admitted as evidence until:

- 1) the interpreter is so situated as to assure effective communication between all persons having a substantial interest in the outcome of such proceedings,
- 2) the interpreter swears under oath, that he will provide a true and accurate interpretation of the proceedings to the best of his skill and judgment, and,
- 3) the person conducting such proceedings determines, on the basis of testimony of the interpreter and the deaf or hearing-impaired person, that such interpreter is able in that particular proceeding, to communicate accurately with and translate information to and from such deaf or hearing-impaired person involved.

If, at any time during the proceeding, it is determined that the interpreter is no longer able to provide effective communication between the parties, the person conducting such proceeding shall appoint another qualified interpreter or an intermediary interpreter in accordance with the provision of this section.

For the purpose of this section, the following words shall have the following meanings:

“Intermediary interpreter”, a person who, because of an intimate acquaintance with deaf or hearing-impaired persons who use mainly natural or unusual gestures for communicating, can act as a mediator between the hearing-impaired person and the qualified interpreter.

“Qualified interpreter”, a person skilled in sign language or oral interpretation and transliteration, has the ability to communicate accurately with a deaf or hearing-impaired person and is able to translate information to and from such hearing-impaired person, an interpreter shall be deemed qualified or intermediary as determined by the Office of Deafness [sic], based upon the recommendations of the Massachusetts Registry of Interpreters for the Deaf, the Massachusetts State Association of the Deaf and other appropriate agencies. Said office of deafness shall coordinate all requests for qualified interpreters and shall maintain a list of all such interpreters from which it shall fill such requests.

An interpreter appointed pursuant to this section or section sixty-nine of chapter two hundred and thirty-four A, shall be reimbursed a reasonable fee by the commonwealth for his services, pursuant to a fee schedule established and promulgated by the chief administrative judge. Said schedule shall be based upon recommendation of the commission for the deaf and hard of hearing, established pursuant to the provision of section one hundred and ninety-two of chapter six, the Massachusetts Registry of Interpreters for the Deaf, the Massachusetts State Association of the Deaf, and other appropriate agencies. Reimbursement for actual travel and ordinary living expenses shall be at the rates provided for employee of the commonwealth.

A client has a privilege to prevent a certified sign language interpreter from disclosing a confidential communication between one or more persons where said interpreter facilitated the communication. For purpose of this paragraph a client is a person rendered interpreting services by an interpreter; a communication is confidential if a client has a reasonable expectation of intent that it not be disclosed to persons other than those to whom such disclosure is made.

Nothing in this section shall be construed to prevent any department, board, commission, agency or licensing authority from employing a qualified interpreter, who is recommended by the office of deafness, on a full-time basis or under contract at a mutually agreed upon compensation rate.